

END USER SUBSCRIPTION LICENSE AGREEMENT (v 3.1)

Pyramid Analytics OS

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This End User Subscription License Agreement (“**Agreement**”) is an agreement between Pyramid Analytics BV (“**Pyramid**”) and the individual/entity set forth in the Order Form (“**You**” or “**Your**”) and governs Your use of the Software. This Agreement also applies to any Fixes and Updates to the Software except to the extent that there are terms that are included with those items which supersede this Agreement.

By installing, having installed, or using the Software, You agree to be bound by the terms of this Agreement and the terms set forth in Your Order Form. In the event of a conflict between these terms and the terms of Your Order Form, Your Order Form terms will govern. If You do not agree, then You are not permitted to install, have installed or use the Software. You will have the rights set forth below for so long as You comply with the terms of this Agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these terms and conditions, in which case “You” or “Your” shall refer to such entity and its Affiliates.

This Agreement is valid for the term of your subscription as set forth in the Order Form or for the period of time as determined by Your License Key for trial software.

1. DEFINITIONS.

“**Add-ons**” means additional functionality for or enhancements to the Software that are not Updates and may be subject to separate fees and additional terms and conditions.

“**Affiliate**” means any entity which controls, is controlled or is under common control with either of the parties. Any entity shall be deemed to “control” another entity if it owns directly or indirectly more than 50% of the outstanding voting securities or capital of other entity or other comparable equity with respect to an entity other than a company.

“**Documentation**” means the instructions, user guides, manuals and release notes provided by Pyramid for the Software;

“**Embed Recipients**” means individuals who receive embedded content generated by the Software through the Embed Add-On module.

“**Fix(es)**” means any change or workaround to the Software that corrects a problem with the Software that causes it to crash, lose data, or prevents it from performing substantially in accordance with the Documentation;

“**Main Server**” means the primary server on which the Software is installed and which machine ID is registered in the License Key. Individual Main Servers are required for each production, development and test environment.

“**Order Form**” means Pyramid's standard order form for ordering Software licenses and level of technical support or Customer Success plan. The Order Form sets forth the Software that You are entitled to Run including the type and number of Servers, the number and type of User Licenses, and any add-on modules, along with the selected technical support level and Customer Success plan (if any).

“**Repository**” means the database used to store the License Key and which houses Your end user content and meta-data.

“**Run,**” “**Runs**” or “**Running**” means to load a copy of the Software into the memory of a Server and execute one or more instructions.

“**Secondary Server**” means a Server which derives its permission to use the Software from the copy of the Software Running on a Main Server.

“**Server**” means a single physical or virtualized hardware system capable of Running the Software. A hardware partition or blade is considered to be a separate physical hardware system.

“**Software**” means the version of the Pyramid Analytics OS software identified above, and all Add-Ons, Fixes and Updates thereto, for which You have purchased licenses as set forth in Order Forms.

“Updates” means minor releases of the Software containing Fixes, minor enhancements or user interface changes. Updates do not include new functionality. Updates are generally indicated by a change in the numeric identifier for the Software in the digit to the right of the first decimal point or a change to the right of the second decimal point (e.g., a change from version x.x.x to x.y.x or from version x.x.x to x.x.y).

“User” means an individual authorized by You to use the Software according to the terms and conditions of this Agreement.

“User License” means a license for a User to use the Software. User licenses may be either Professional or Viewer. Professional User Licenses have full access to all Pyramid modules: Model, Discover, Present, Publish, Administer, Content Management, Formulate, and Illustrate. Viewer User Licenses can only view and interact with content created by Professional users. Functionality for Viewer users is primarily limited to Discover reports and visualizations, Present dashboards and rendered output from Publish (like PDF documents and Word files). Viewers users may also be authorized to modify and save their own versions of content created by Professional users.

2. LICENSE RIGHTS; RESTRICTIONS

2.1 General. Pyramid licenses the Software to You based on your choice of edition/server, Add-Ons, and the number and type of Users that access and use the Software. Your Order Form sets forth the number of Servers on which You may install the Software. You must acquire and assign User Licenses for each individual User that directly or indirectly accesses the Software. You are not permitted to simultaneously assign a User License to more than one (1) User. However, You may permanently re-assign a User License from one User to another. You may also assign a User License to a temporary worker while the normally assigned User is absent. For any given User License, You may make such temporary assignment once (1) in each ninety (90) day period. Your Order Form sets forth the number and type of User Licenses that you have purchased. You are solely responsible for ensuring Your Users’ compliance with this Agreement.

The Software requires a valid license key in order for Users to access and use the Software (the **“License Key”**). The License Key is registered and specific to the machine ID of Your designated Main Server and may only be used with a single Repository. You are not permitted to use the License Key with more than one Repository. You are not permitted to make copies of the License Key or share the License Key with any third parties without Pyramid’s prior written consent. The User License for an individual User is activated within the Software upon assignment by Your administrator. If Your Main Server fails and requires replacement, You must request a replacement License Key.

2.2 Use Rights. Subject to Your compliance with the terms of this Agreement and upon Pyramid’s receipt of payment in full, Pyramid grants You a temporary, non-exclusive, right and license during the subscription term set forth in Your Order Form to:

- (a) Install and Run the Software on the number of Main Servers set forth in Your Order Form;
- (b) Allow the number of Users set forth in Your Order Form to access and use the Software and Documentation; and
- (c) Copy the Software for archival or off-line back-up purposes. All archival or back-up copies of the Software are subject to the provisions of this Agreement and all Pyramid and its licensor’s titles, trademarks, copyrights and restricted rights notices must be reproduced on such copies. If You wish to Run a hot/active failover, You must purchase a separate license as each Main Server requires its own unique License Key.

The foregoing rights are limited to Your internal business purposes.

2.3 Additional Rights and Restrictions.

(a) *Sublicensing/Third Party Access.* You may allow third parties (including your Affiliates) to access and use the Software located on Your Servers through a web browser provided that You have obtained a User License for each individual third party User that directly or indirectly accesses the Software. However, You are not permitted to provide copies of the Software itself to such third parties. Notwithstanding the foregoing, You may provide copies of the Software to a third party to host the Software solely for Your benefit, provided that such third party has reviewed and agreed to be bound by the terms of this Agreement as your agent. You remain primarily liable to Pyramid for the third parties that access and use of the Software and You agree to indemnify, defend and hold Pyramid harmless from and against any third party claims arising as a result of such

third party access or use of the Software. No other sublicensing of Your rights under this Agreement is permitted.

(b) *Updates*. You are entitled to receive a copy of all Updates and revised Documentation for the Software licensed when these become generally commercially available during the term of Your subscription. You are solely responsible for the installation of the Updates.

(c) *Add-ons*. The following additional terms apply to the Add-Ons listed below:

i. *Embed for licensed Users*. The Embed for licensed users Add-On allows BI developers to embed visuals, reports and dashboards from the Discover and Present functionality in the core Software into any website. Embed Recipients who authenticate through the main Pyramid Analytics OS application may manipulate the views of underlying data.

ii. *Embed for unlicensed users*. The Embed for unlicensed users Add-On is the same as Embed for licensed users, except the recipients are not licensed users on the main Pyramid AnalyticsOS application, and may be users authenticated by Your application, or anonymous recipients.

iii. *Report Bursting for licensed Users*. The Report Bursting Add-On enables Users to send Publications as an attachment when distributing via e-mail, SMS, host portal or other means to recipients that are licensed users on the main Pyramid AnalyticsOS. You are solely responsible for the content You send to third parties using Report Bursting and acknowledge and agree that Pyramid shall have no liability to You or any third party with respect to such content.

iv. *Report Bursting for unlicensed Users*. The Report Bursting for unlicensed users is the same as Report Bursting for licensed users, except the recipients of Publications are not required to be licensed on the main Pyramid AnalyticsOS.

v. *Premium Data Connectors*. The Premium Data Connectors Add-On allows access to certain data sources like SAP BW.

vi. *OData*. The OData Add-On allows other data applications to use data from Pyramid reports and content.

(d) *Scope of License*. The Software is licensed, not sold. This Agreement only gives You some rights to use the Software. Pyramid reserves all other rights. You may use the Software only as expressly permitted in this Agreement unless applicable law gives You more rights despite this limitation. You must comply with all technical protections in the Software that only allow You to use it in certain ways. You agree that You will not, and will not permit others to:

- work around any technical protections in the Software;
- reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits despite this limitation;
- make more copies of the Software than specified in this Agreement and applicable Order Forms or as allowed by applicable law despite this limitation;
- publish the Software for others to copy;
- rent, lease or lend the Software; or
- use the Software to operate a service bureau or subscription service or for commercial software hosting services.

No rights other than those expressly set forth herein shall pass to You. All rights, title and interest in or to the Software and the Documentation and the intellectual property rights therein remain the exclusive property of Pyramid or its licensor. You will not knowingly do anything to impair Pyramid proprietary rights in the Software or seek to acquire or register any rights in Pyramid's proprietary marks, copyrights or information.

(e) *Multiplexing*. Your use of hardware or software to: (i) pool connections; (ii) re-route information; or (iii) reduce the number of devices or individuals that directly access or use the Software (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses that You are required to purchase in order to use or Run the Software.

(f) *Benchmarking and Competitive Analysis*. You will not disclose the results of any benchmark test of the Software without Pyramid's prior written consent. You will not permit the Software to be used for purposes of competitive analysis or the development of a competitive product.

(g) *Marks and Use of Your Name.* This Agreement does not grant You any rights to Pyramid's trademarks or service marks. You will not remove or modify any Software markings or any notice of Pyramid's proprietary rights. You agree that Pyramid may include Your name in lists, presentations, webpages and displays used by Pyramid which generally describe its customers.

(h) *Third Party Software and Algorithms; Pyramid Marketplace.* Certain functionality in the Software, algorithms, or data sources may be made available to You within the Software and subject to additional Fees as set out in Your Order Form, or require that You separately contract with a third party software or data provider in order to fully use such functionality. In addition, Pyramid may make certain third party algorithms or other content available through the Pyramid Online Marketplace. Such third party algorithms and content are provided under separate terms between You and the third party, which Pyramid will make available to You for review prior to placing an order. Pyramid is not a party to the terms between You and such third parties. As such, Pyramid makes no representations or warranties with respect to such third party providers or their offerings. You acknowledge and agree that Pyramid will have no obligation or liability with respect to Your contract with such third parties and that You are solely responsible for the use of any such third party algorithms and content.

(i) *Transfer to a Third Party.* The rights granted to You in this Agreement are personal and may not be assigned or transferred to a third party without Pyramid's prior written consent.

(j) *Export Restrictions.* You acknowledge that the Software may be subject to certain export restrictions. You agree to comply with all applicable national and international laws that apply to Your use of the Software, as well as end user, end use and destination restrictions.

(k) *U.S. Government Restricted Rights.* The Software and Documentation are Commercial Computer Software and Commercial Computer Software Documentation and are licensed to U.S. government end users only as commercial items and only with those rights as are granted to all other end users under the terms and conditions set forth herein. Use, duplication or disclosure of the Software and Documentation by the U.S. Government or a U.S. Government contractor or subcontractor is subject to the restrictions set forth herein and as provided in FAR 12.211 and 12.212 (48 C.F.R. §12.211 and 12.212) or DFARS 227. 7202 (48 C.F.R. §227-7202) as applicable.

(l) *Verification and Reporting.* At Pyramid's written request, which shall be no more than once in each 12 month period, You shall provide Pyramid with a signed statement: (a) verifying that the Software and Documentation are being used pursuant to the provisions of this Agreement; and (b) identifying the number of Servers and number of Users using the Software. At Pyramid's written request and at a mutually agreed time, which shall be no more than once in each 12 month period, You shall grant Pyramid access to Your sites in order to audit the use of the Software and Documentation. Such audit shall be conducted during Your regular business hours and without impairing Your business operations. If such audit establishes that You have used the Software or Documentation beyond the license grant set forth in this Agreement and in applicable Order Form(s), Pyramid reserves the right to charge You for the costs of performing the audit in addition to 125% of the standard list price for such additional use of the Software and Documentation.

(m) *Open Source.* The Software may incorporate, be distributed with, or depend upon, certain software or other intellectual property that may be considered "open source," "public use" or is otherwise subject to an open source license ("Open Source Components"). Any use of the Open Source Components shall be governed by, and subject to, the terms and conditions applicable to use of the Open Source Components. The Open Source Components are listed in the "Read Me" file that accompanies the Software.

(n) *Telemetry.* Devices on which the Software is installed may periodically provide information to enable Pyramid to verify that the software is properly licensed. This information includes the Software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. By using the Software, You consent to the transmission of the information described in this section. Pyramid may recommend updates or supplements to this software. The Software may also collect diagnostic data about the use and performance of the Software which may be transmitted to Pyramid. Diagnostic data will only be used for (1) billing and account management; (2) compensation (e.g., calculating commissions and partner incentives); (3) internal reporting and business modeling (e.g., forecasting, revenue, capacity planning; product strategy); (4) combatting fraud, cybercrime, or cyber-attacks that may affect Pyramid or Pyramid customers; (5) product improvements; and (6) financial reporting and compliance with legal obligations.

3. SUPPORT. Except as otherwise expressly set forth in an Order Form and Support Addendum to this Agreement [<https://www.pyramidanalytics.com/terms-of-use#SupportandMaintenanceAddendum>], Pyramid does not provide support under the terms of this Agreement.

4. FEES AND PAYMENT

4.1 Subscription Fees; True-Up. Pyramid's fees are payable annually in advance and are calculated as set forth in Order Form(s). You may add additional Users and Add-ons at any time by placing an order. The additional Users and Add-ons will be pro-rated based on the number of months remaining in the Subscription Term so that all subscription licenses will terminate at the end of the Subscription Term. All pricing terms are confidential, and You agree not to disclose them to any third party.

4.2 Invoicing and Payment. Pyramid will invoice You at the commencement of the Subscription Term as set forth in the Order Form(s). Each term thereafter, Pyramid will also invoice You for any True-up Fee applicable for Users added in the prior term. Pyramid's invoices are due and payable within thirty (30) days of receipt unless otherwise agreed in an Order Form. Except as otherwise provided herein, all payment obligations are non-cancelable and all amounts paid are nonrefundable.

4.3 Taxes and Duties. All fees and other charges are exclusive of, and You are responsible for, all applicable taxes and duties (except taxes based on Pyramid's income). All taxes and duties (except taxes based on Pyramid's income) shall be billed to and paid by You in addition to the fees. If You are required by law to deduct or withhold any taxes from any amount payable hereunder, then the amount payable hereunder shall be increased so that after making all required deductions and/or withholdings, Pyramid shall receive an amount equal to the amount it would have received had no such deductions or withholdings been made and You shall provide Pyramid with copies of all tax receipts evidencing payment of such taxes. If You are legally entitled to an exemption from any sales, use, or similar transaction tax, You are responsible for providing Pyramid with legally-sufficient tax exemption certificates for each taxing jurisdiction. Pyramid will apply the tax exemption certificates to charges under Your account occurring after the date Pyramid receives the tax exemption certificates.

4.4 Disputed Invoices. If You believe Your bill is incorrect, You must pay any undisputed amounts and notify Pyramid in writing within 30 days of the disputed invoice date stating Your reasons for the dispute. Pyramid will work with You in good faith to resolve any such claims. All claims for disputed amounts not contested as outlined herein will be considered waived.

4.5 Suspension for Nonpayment. In addition to any other rights granted to Pyramid herein, Pyramid reserves the right to suspend or terminate this Agreement and Your access to the Software if Your account becomes delinquent. Pyramid may charge You interest at the rate of 1.5 percent per month or the maximum permitted by law, whichever is less, on any outstanding balance plus all expenses of collection. Pyramid may restrict access to the Software if Your account is more than 45 days past due. Pyramid may impose a reconnection fee in the event You are suspended and thereafter requests access to the Software.

5. WARRANTY; DISCLAIMERS

5.1 Scope of Warranties. Pyramid warrants that the Software as provided by Pyramid will perform substantially as described in the Documentation for a period of twelve (12) months from the date of delivery of the License Key. The foregoing warranties do not apply to free trials.

5.2 Disclaimers. THE SOFTWARE IS COMPLEX COMPUTER SOFTWARE. ITS PERFORMANCE WILL VARY DEPENDING ON YOUR HARDWARE PLATFORM, SOFTWARE INTERACTIONS, THE CONFIGURATION OF THE SOFTWARE AND OTHER FACTORS. THE SOFTWARE IS NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS. PYRAMID DOES NOT WARRANT OR GUARANTEE THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THAT PYRAMID WILL CORRECT ALL ERRORS IN THE SOFTWARE. IN ADDITION, THE WARRANTY IN SECTION 5.1 ABOVE DOES NOT COVER, AND PYRAMID SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR PROBLEMS CAUSED BY MODIFICATIONS OR CUSTOMIZATIONS TO THE SOFTWARE MADE BY YOU OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF, OR EVENTS BEYOND PYRAMID'S REASONABLE CONTROL. THE WARRANTIES STATED IN SECTION 5.1 ARE THE SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE SOFTWARE AND DOCUMENTATION. TO THE EXTENT PERMITTED BY LAW, PYRAMID EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR

A PARTICULAR PURPOSE. TO THE EXTENT AN IMPLIED WARRANTY OR GUARANTEE CANNOT BE DISCLAIMED, IT WILL ONLY BE EFFECTIVE FOR THE TERM OF THE LIMITED WARRANTY.

5.3 Exclusive Remedies. For any breach of the warranties contained in Section 5.1, Your exclusive remedy, and Pyramid's entire liability, shall be to repair or replace the Software so that it operates as warranted. If Pyramid is unable to repair or replace the Software, You will be entitled to terminate this Agreement and recover any pre-paid but unused license fees.

6. INTELLECTUAL PROPERTY INFRINGEMENT/INDEMNIFICATION

6.1 Infringement Indemnification. Pyramid shall defend, indemnify and hold You and its employees, officers and directors harmless at Pyramid's sole cost and expense, for any claim, suit or proceeding brought against You which alleges that the Software, as delivered and used in accordance with the terms of this Agreement, infringes any third party patent, copyright or other intellectual property right. Pyramid will pay the amount of any adverse final judgment or settlement, provided that You gives Pyramid written notice promptly following receipt of notice of such claim, suit or proceeding, and full information and reasonable assistance in its defense or settlement. Pyramid shall be entitled to direct such defense and to settle or otherwise dispose of such claim, suit or proceeding as it sees fit, provided that any settlement intended to bind You shall not be final without Your written consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, the foregoing obligations do not apply to free trials.

6.2 Limitations on Indemnity Obligations. Pyramid shall have no liability for any claim of infringement based upon: (i) modification of the Software by any party other than Pyramid; (ii) use by You of a superseded or altered release of the Software or Documentation if such infringement would have been avoided by the use of a current unaltered release of the Software or Documentation that Pyramid provides to You; (iii) the combination, operation or use of any Software furnished under this Agreement with software, data, hardware or other materials not furnished by Pyramid if such infringement would have been avoided by the use of the Software and Documentation without such software, data, hardware or other materials or data; or (iv) any trade secret claim, where You acquires the trade secret: (A) through improper means; (B) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (C) from a person (other than Pyramid) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You agree to defend and hold Pyramid and its licensors, and their respective employees, officers and directors harmless against any loss, cost or expenses incurred as a result of a claim based on the foregoing.

6.3 Remedies. Without in any way limiting Pyramid's obligations to indemnify and defend You under Section 6.1, if an injunction is obtained in such action against Your use of the Software, Pyramid shall, at its option and expense, either: (i) obtain for You the right to continue to use the Software; (ii) replace the Software with a product with substantially equivalent functionality; or (iii) modify the Software so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then Pyramid shall refund amounts up to the license fees paid for the infringing Software based on straight-line amortization of the Software over a five (5) year period beginning on the due date for the license fees set forth in the applicable Order Form. This Section 6.3 states Pyramid's entire liability and Your exclusive remedy for infringement.

7. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS SUBSIDIARIES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. PYRAMID'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE LICENSE FEES PAID FOR THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE TRIALS, PYRAMID'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES WILL BE LIMITED TO €5.00. THE FOREGOING LIMITATION WILL NOT APPLY TO LIABILITY CAUSED BY PYRAMID'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. TERM AND TERMINATION. You will have the rights set forth herein for the period of your subscription as set forth in the Order Form(s) provided that You comply with the terms of this Agreement. This Agreement automatically terminates if You breach its terms and such breach is not cured within thirty (30) days of Pyramid's written notice of breach or if such breach is not able to be cured. Sections 4, 5.2, 5.3, 7, 8, 9 and 10 will survive any termination of this Agreement.

9. DESTRUCTION OF SOFTWARE UPON TERMINATION OF LICENSE. If any license granted under this Agreement is terminated in accordance with the terms of this Agreement, You must immediately cease using the Software and Documentation and within thirty (30) days destroy all copies in Your possession or under Your control. This requirement applies to copies of the Software in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials.

10. GENERAL

10.1 Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email to the contacts set forth on the Order Form. Notices for termination or an indemnifiable claim ("Legal Notices") must be clearly identifiable as Legal Notices. Billing-related notices to You will be addressed to the relevant billing contact designated by You on the Order Form. All other notices to You will be addressed to the relevant Software system administrator designated by You on the Order Form.

10.2 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.3 Severability. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.

10.4 Waiver. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

10.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.6 Entire Agreement. This Agreement, including any referenced written addenda, Order Forms and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

10.7 Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of England as if performed wholly within England and without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts located in England. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

10.8 Attorney's Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

10.9 Informal Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to

resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between Pyramid's account executive, Your equivalent representative and Your Chief Information Officer or equivalent. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives shall be at each Party's Vice President level or above. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.

Support Addendum

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Pyramid Analytics Support Addendum (the “**Addendum**”) is an addendum to the End User Subscription License Agreement between Pyramid Analytics BV (“**Pyramid**”) and the You identified on the Order Form (“**Agreement**”). The terms of this Addendum are incorporated into and made a part of the Agreement by this reference. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

This Addendum sets forth the terms and conditions governing Pyramid's provision of technical support services for the Software (the “**Services**”). By entering into this Addendum, the Parties acknowledge and reaffirm their agreement to the Agreement.

By purchasing or using the Services, You agree to be bound by the terms of the Agreement as supplemented by this Addendum. You will have the rights set forth below for the term set forth in Your Order Form so long as You comply with the terms of the Agreement and this Addendum.

1. SUPPORT SERVICES.

1.1. Scope of Support Services. Subject to Your payment of the support services fees set forth on Your Order Form, Pyramid will provide You with the following Services:

a. Pyramid will provide the following support benefits as outlined in the table below based on the level of plan purchased as set forth in Your Order Form.

Support Plan Benefits	Silver	Gold
Online Tutorials	✓	✓
Online Help	✓	✓
Community Forum	✓	✓
Support Contact Options	Online	Online, Phone

Priority Support		✓
Coverage	Business Hours	Business Hours
Named Contacts	2	3

b. *Technical Support and Customer Portal.* Pyramid will provide the Services to Your technical point of contact (“TPOC”) designated in the Order Form for problems encountered by You while installing or using the Software where there is a reasonable expectation that the problem is caused by the Software. Pyramid will also provide online access to our Customer Support Portal to any registered user of Pyramids software, including access to online help files and such optional paid services that Pyramid offers from time to time. Pyramid will provide the Services remotely in English from Pyramid’s site unless otherwise agreed in an Order Form. Additional fees will apply, including reasonable travel and living expenses, where onsite visits are required, which shall be agreed and approved in advance between Customer and Pyramid.

c. *Business Hours.* The Services are available during the times set forth below:

Business Hours (Americas)	Monday through Friday, 8AM to 6PM, Eastern Standard Time
Business Hours (EMEA)	Monday through Friday, 8AM to 6PM UTC / GMT Sunday 8 AM to 3 PM UTC / GMT

d. *Submitting Requests for Services.* Depending on the appropriate Support plan, Your TPOC may submit requests for technical support by: i) submitting a support ticket on the online support site at zendesk.pyramidanalytics.com.

e. *Telephone Support.* Where telephone support is provided under the appropriate Support plan, Your TPOC may also submit a request to schedule a telephone call or shared screen session with the Pyramid Technical Support desk or Customer Success Team.

f. *Severity.* Pyramid will assign a priority level to Your request according to the priority levels set forth in Table 1 below.

Table 1 – Priority Levels

Priority #	<u>Priority Level</u>	<u>Description</u>
Priority 1 (P1)	Critical	Indicates a reported Incident where the Production Environment of the Pyramid Server is either completely inoperable or inaccessible to all of Customer’s users.

Priority 2 (P2)	High	Indicates a reported Incident where the issue has severely impacted the performance of the Software's intended use as described in the Documentation and is causing a material and adverse impact to the majority of Customer's users.
Priority 3 (P3)	Medium	Indicates a reported Incident where the issue has a significant impact on the performance and/or functionality of the Software as described in the Documentation that is impacting the minority of the Customer's users or impacting all Customer's users in a minor way.
Priority 4 (P4)	Low	Indicates all questions on how to use the Software.

g. *Pyramid Response Times.* Pyramid will respond and provide updates to all support requests within the time frames set forth in the Table 2 below based on the Support Plan purchased as set forth in Your Order Form. References to hours in Table 2 all refer to Business Hours. This response time does not include resolution time. Pyramid will update You when there is a change of status in resolution of the issue. Pyramid will use commercially reasonable efforts to resolve all support requests promptly according to their assigned priority.

Table 2 – Response Times

Priority	Silver	Gold
P1 target response times	16 hours	8 hours
P2 target response times	16 hours	16 hours
P3 target response times	24 hours	16 hours
P4 target response times	weekly	1 business day

h. *Pyramid Knowledge-base.* Pyramid will also provide You with access to the Pyramid self-help knowledge base available at <https://help.pyramidanalytics.com/>

1.2. Exclusions from Support Services.

- a. *Exclusions.* The following matters are not covered by the Services:
- i. Installation of Updates or Upgrades by Pyramid;
 - ii. Any problem resulting from the misuse, improper use, or damage to the Software;
 - iii. Any problem caused by modifications to the Software not made or expressly authorized in writing by Pyramid;
 - iv. Any problem caused by or resulting from third party software;
 - v. Any problem caused by or resulting from the equipment or hardware used with the Software; or
 - vi. Recovery of lost data.

If Pyramid reasonably determines that a reported problem is caused by any of the following, Pyramid will charge You for any Services rendered for the support request on a time and materials basis at Pyramid's then current standard professional services rates. Notwithstanding the foregoing, Pyramid will not charge You for a support request to the extent that Pyramid reasonably determines that the problem was caused by a programming error in the Software.

1.3. Your Responsibilities. Pyramid's performance of the Services depends on Your performance of the following obligations. Pyramid will not be responsible for delays in providing the Services caused by Your failure to perform these obligations.

- a. You will designate a Technical Point of Contact (TPOC) on our Customer Portal for the purpose of submitting support requests and receiving support under this Addendum as Your sole point of contact.
- b. You will reasonably cooperate with Pyramid in its delivery of the Services. Such cooperation includes promptly providing Pyramid with:
- i. availability of Your staff to liaise and work with Pyramid support and/or engineering staff, responding to emails and calls on a reasonable basis, and following directions and recommendations provided;
 - ii. all the steps necessary to recreate the reported problem and any other information or documentation that Pyramid may reasonably request; and
 - iii. reasonable assistance in re-creating and diagnosing the problem.
- c. You must install each Update within six (6) months of the date of its general commercial release.
- d. You are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, Internet connectivity, and other hardware necessary to operate the Software.
- e. Pyramid technical support personnel may require remote access to Your systems in order to diagnose and resolve technical support issues. You agree to provide Pyramid with access codes, procedures and permissions to access the Your systems solely for the purpose of Pyramid's provision of technical support. Pyramid personnel will only access those systems authorized by You using methods approved by You and under Your supervision.

2. WARRANTY; DISCLAIMERS. Pyramid warrants that the Services will be performed in a workmanlike manner in accordance with industry standards. PYRAMID MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY SERVICES PERFORMED HEREUNDER.

3. LIMITATION OF LIABILITY. PYRAMID'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL LIABILITY ARISING UNDER OR RELATED TO THIS ADDENDUM, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS SUBSIDIARIES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS ADDENDUM, THE SERVICES, OR FROM THE USE OF OR

INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

4. GENERAL

4.1. **Force Majeure.** Except for the obligation to pay monies due and owing, neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, fire, epidemics, terrorism, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

4.2. **Relationship of the Parties.** Nothing in this Addendum shall be construed to create any agency, employment, joint venture, or franchise relationship between You and Pyramid. Pyramid shall be an independent contractor of You for the performance under this Addendum.

Pyramid Analytics B.V.

Company :

Authorized Signature

Name:

Title:

Date:

Authorized Signature

Name:

Title:

Date: